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SECOND AMENDMENT TO CONTRACT FOR PROFESSIONAL SERVICES

THIS SECOND AMENDMENT TO CONTRACT FOR PROFESSIONAL SERVICES (the "Second Amendment") is made this 20th day of November, 2021 in the Territory of the U. S. Virgin Islands by and between the Government of the Virgin Islands, **DEPARTMENT OF PROPERTY AND PROCUREMENT**, on behalf of the **DEPARTMENT OF EDUCATION**, 1834 Kongens Gade, St. Thomas, Virgin Islands 00802-6746 (hereinafter referred to as "Government" or "VIDE"), and **AECOM Caribe, LLP**, of 9151 Estate Thomas, Suite 101, St. Thomas U.S. Virgin Islands 00802 (hereinafter referred to as "Contractor" or "AECOM"). The Government and the Contractor are collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, on April 23, 2018, the Parties entered into a Contract of Professional Services No. **P012DOET18** (hereinafter referred to as "Contract") to perform Services¹ for the design, manufacture, construction, site preparation, transportation and installation of certain turn-key New Temporary Educational Facilities to be used for instructional, administrative and auxiliary services in the Territory for the upcoming 2018-2019 School Year; and

WHEREAS, effective July 1, 2019, the Parties entered into a First Amendment to Contract for Professional Services (the "First Amendment") **Contract No. P035DOET19** that adjusted the Contract Time and Contract Sum to reflect certain additional work and services identified in the Pre-Design Services Phase, and Space Planning, Programing, & Schematic Design Phase, which established the criteria for all temporary buildings within each Site; and, subsequently identified the type of use, special furnishings, acoustical, lighting, water, communications, electrical, HVAC, security and other design elements as required for each Site location and building typology; and

WHEREAS, following the Pre-Design Services Phase, and Space Planning, Programming, & Schematic Design Phase, VIDE worked with Contractor in the Design Development Phase to complete and approve the Design Development Documents for all temporary buildings within each Site, including all special furnishings, acoustical, lighting, water, communications, electrical, HVAC, security and other design elements as required for each Site; and

WHEREAS, following the Design Development Phase, and during the construction phase, Contractor incurred additional costs to complete certain additional services and expedite certain deliveries that increased the cost and time to perform the Services;

WHEREAS, Contractor has submitted detailed documentation supporting the increased costs and time to perform the Services, which costs have been fully reviewed and approved by VIDE with the assistance of its consultants; and

¹ Unless otherwise defined in this Second Amendment, capitalized terms shall have the meanings ascribed to them in the Contract.



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WHEREAS, the Parties' wish to execute a Change Order and to amend the Contract to adjust the Contract Time and Contract Sum to accommodate the results of the Design Phase, the additional work and services during the construction phase, and additional costs and time incurred by Contractor, as set forth in this Second Amendment.

WHEREAS, the Contractor represents that it is willing and capable of providing such amended services subject to the amendments and additional terms and conditions of this Second Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to amend the Contract as follows:

1. Paragraph 2.1 (TERM) of the Contract is amended to state the following:

This Contract shall commence April 23, 2018 (the "Commencement Date") and shall terminate on December 31, 2022, or upon the Contractor obtaining full compliance of the terms of this Contract, whichever occurs earlier. Contractor shall obtain Substantial Completion of the Services on or before November 01, 2019, subject to adjustments in the Contract Time approved by the Government. Subject to adjustments in the Contract Time approved by the Government, the Parties have agreed that Contractor shall obtain Substantial Completion of the Services at the following Sites on or before February 28, 2019:

School Delivery Schedule (Substantial Completion):

Campus	Beneficial Occupancy Cert. Granted
St. Thomas Schools	
Charlotte Amalie HS	09/20/18
Addelita Cameryn JHS <i>or</i> CAHS	10/11/18
Addelita Cameryn JHS <i>or</i> Music Rms <i>or</i> Lockhart ES	10/11/18
Addelita Cameryn (Kitchen)	02/28/19
Gladys Abraham ES <i>or</i> Lockhart ES	10/02/18
Benjamin Oliver ES <i>or</i> Yvonne Milliner-Bowsky ES	09/23/18
Ivauna Ludora Kean HS - East & Central	09/24/18
Ivauna Ludora Kean HS - West	10/25/18
Benjamin Oliver ES <i>or</i> Joseph Gomez ES (Lower)	09/24/18
Benjamin Oliver ES <i>or</i> Joseph Gomez ES (Upper)	09/23/18
Wheatley Skill Center	12/14/18
Julius Spratue ES (St. John)	9/17/18
St. Croix Schools	
Pearl B. Larsen ES	09/21/18
Lew Muckle ES	09/24/18
Eulalie Rivera ES	09/24/18
Woodson JHS (Gym)	01/23/19
Central HS	02/28/19
Arthur A. Richards JHS - Actual Opening (Classrooms & Gym)	01/31/19
Arthur A. Richards JHS - (Kitchen)	02/28/19



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2. Paragraph 3 (COMPENSATION) of the Contract is amended to state the following:

The Government, in consideration of the satisfactory performance by the Contractor of the services described in Second Amended Addendum I (Scope of Work), attached hereto and made a part of this Contract, agrees to pay the Contractor TWO HUNDRED TWENTY-SIX MILLION, EIGHT HUNDRED SEVENTY-FIVE THOUSAND, NINE HUNDRED NINETY-NINE DOLLARS AND FIFTY CENTS (\$226,875,999.50) (the "Contract Sum") in accordance with the provisions set forth in the Second Amended Addendum II (Compensation), attached hereto and made a part of this Contract, and subject to any and all applicable approved Change Orders, including those referenced in Paragraphs 1.3, 1.4 and 1.5.

3. Paragraph 32 (OTHER PROVISIONS) of the Contract is amended by adding Second Amended ATTACHMENT C (2nd Updated Basis of Design and Estimate), attached hereto and incorporated herein by reference.

4. Paragraph 32 (OTHER PROVISIONS) of the Contract is further amended to state the following:

The "Contract Documents" include this Contract, any amendments and executed Change Orders, First Amended Addendum I (Scope of Work), Second Amended Addendum II (Compensation), First Amended Addendum III (Other Terms and Conditions), Addendum IV (General Provisions), Addendum V, Attachment A (Basis of Design), Attachment B (Basis of Estimate), Second Amended Attachment C (2nd Updated Basis of Design and Estimate, and Cost Comparison), and the Contractor's eligibility documents. The Contract Documents are attached hereto, made a part of this Contract and are incorporated herein by reference.

5. First Amended ADDENDUM I (Scope of Work) is amended by deleting and replacing the Overview Section to state the following:

AECOM shall furnish or arrange for the architectural, engineering and construction and installation of 250 New temporary classrooms administration buildings, computer labs, libraries, locker rooms, restrooms and service buildings totaling 216,000 Square Feet and 8 Sprung Structures totaling 50,400 Square Feet to fourteen (14) schools & other designated sites (as defined in the Contract, each "Site" and collectively the "Sites") in 2 school districts on 3 islands in the U.S. Virgin Islands for the upcoming 2018-2019 School Year (hereinafter referred to as the "Project"). The temporary classrooms will be provided in the form of pre-manufactured modular buildings that will be factory constructed and delivered to each designated school site and installed on sites approved by the VIDE and the Federal Emergency Management Agency ("FEMA").

6. First Amended ADDENDUM I (Scope of Work) is amended by deleting and replacing Section I. (Architectural and Engineering Work), Subsection A. (Pre-Design Services Phase), Paragraph 1. to state the following:



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1. AECOM upon receipt of the Notice to Proceed submitted to the Government with three (3) business days an overall Project Work Schedule describing the Project Task in a time of performance sequence in order to reach Substantial Completion as stipulated in 2.1 (TERM).

The Architectural and Engineering Work added as a result of this Second Amendment include the following work items: Additional Topographic Survey, Temporary Kitchen Design at Addelita Cancryn JHS and Arthur A. Richards JHS, Water Supply and Wastewater Design, Special Foundation Design, IT System Design, Additional Stamping of Plans by USVI P.E., Additional Third Party Inspection Administration, Temporary Parking and Drop-off Area Design, Extended Time for Architectural Representatives on the Project Site(s).

7. **First Amended ADDENDUM I (Scope of Work) is amended by deleting and replacing Section II. (Procurement/Manufacturing of Structures), Subsection C. (Preliminary Equipment List) to state the following:**

C. Preliminary Equipment List

- Modular Classroom Buildings – Standard units 250 each at approximately 864 sq. ft. each at specified project site locations, through the two school districts. Total area is approximately 216,000 Square Feet.
- Sprung Buildings – 8 each standard units at a total of approximately 50,400 sq. ft. at specified project site locations.
- Furnishings for all modular classrooms and sprung facilities.
- Mechanical and electrical equipment
- Civil Infrastructure Subcontractors
- Foundation & Structure Erection Subcontractor
- Transportation Subcontractor
- Specialty Subcontractor – mechanical, electrical, water sewer, building finishing, landscaping

8. **First Amended ADDENDUM I (Scope of Work) is amended by adding Section II., Subsection E (Additional Manufacturing and Shipping Services) to state the following:**

E. Additional Manufacturing and Shipping Services include the following items: Four (4) additional Chartered Ships, Additional Kitchen Equipment Freight, Kitchen Equipment Containers, Additional Island Freight of Modular Buildings, Schedule Recovery Cost, Additional Scope of Work (Air Freight), Additional Misc. Ocean Freight, Modular Building Fabrication Schedule Improvement, Additional Freight for Restrooms, Temporary Restrooms, Drinking Fountains, Flood Lighting, Additional Materials,



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Temporary Administration Buildings, HQ Office Trailers, Finalized Kitchen Cost.

9. **First Amended ADDENDUM I (Scope of Work) is amended by deleting and replacing Section III. (Site Construction) to state the following:**

1. SITE CONSTRUCTION

AECOM shall install the necessary civil infrastructure needed to install the temporary classrooms on the Project site according to the 2nd Updated Basis of Design and Estimate (see attachment 'C'), which shall include, but is not limited to, demo, clearing, grading, utilities, drainage, landscaping, flatwork, roads, and parking lots to support new temporary facilities in various locations available to the VIDE. Substantial Completion of the furnishing and commissioning of the classrooms and buildings must be achieved by the date stipulated in Paragraph 2.1 (TERM). Additional Services for Site Construction and Preparation added as part of this Second Amendment include the following Items:

2,000 psf Soils Testing, Concrete and Tree Removal at Upper Gomez ES, Addition of a Pedestrian Bridge at Addelita Cancryn JHS, Hurricane Debris Removal from Existing Drainage at Bowsky ES, Demolition of Basketball and Tennis Courts at Arthur A. Richards JHS, Demolition of Basketball Court at John H. Woodson JHS, Core Drilling at CAHS Tennis Courts, Temporary Parking Lot at Gomez ES, Additional Cinema 1 Parking Lot for Addelita Cancryn JHS, Concrete Demolition at Julius Sprauve ES for additional Access, Material Processing at Gomez ES for Additional Scope of Work, Demolition of Playground at Lockhart ES Existing Drainage Repairs at CAHS, Demolition of Additional Foundations at Ivanna Eudora Kean HS, Structural Backfill at South End of Bowsky ES, Demolition and Structural Backfill at CAHS Tennis Courts, Structural Backfill at Addelita Cancryn Kitchen, Structural Backfill at Addelita Cancryn Gym, Structural Backfill Pad at Lower Gomez ES, Concrete Testing, Concrete Security Pad at Ivanna Eudora Kean HS, French Drains at Ivanna Eudora Kean HS, CAHS Playground (Practice Field), Temporary Lighting, Temporary Wood Stairs, Structural Backfill at CAHS for Special Footings, Additional Scope of Work for Ivanna Eudora Kean HS, Demolition of Existing Trailers at CAHS, Additional Scope of Work for Ivanna Eudora Kean HS & Bowsky ES, Erosion and Sediment Control at Arthur A. Richards JHS, Septic Tanks at Arthur A. Richards JHS, Drainage at Arthur A. Richards JHS, Access Roads at Gomez ES, Asphalt Paving at CAHS, Temporary Parking Lot at Ivanna Eudora Kean HS, Structural Backfill at Wheatley Skill Center, Leach Field at Arthur A. Richards JHS, Re-Surface Track at Arthur A. Richards JHS, Curbs, Walls, and Gravel at Ivanna Eudora Kean HS, Purchase Trans-lifts, Purchase Crane Mats, Increased Quantities based on final design.

Additional Services for Installation of Structures: Duenas Trailer (Trailer Assembly) Schedule Recovery Cost, IT Furnish & Installation of Equipment, Furnish and Install



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Temporary HVAC Units (Sprung Buildings), AT Construction Schedule Recovery Cost, Additional HVAC Units & Equipment, Fire Alarm System and Additional Communication Equipment, Installation of Promethean Boards, Labor for Installation of Additional Communication Equipment, Installation of Water Fountains, Communication Switch Jumpers, Installation of the Tilapia Canopy, Furnish and Installation of Mitel Paging System, Purchase and Installation of Signage, Re-Key Locks all Campuses, Additional Furniture Shipping, Furnish and Install Grease Traps for Kitchens, Kitchen Flooring, Additional Laptops and Desktops, Additional Lockers and Benches, Reduced Furniture Cost, Change in Quantities and Unit Prices based on final design.

Site Organization

The Construction project team will be grouped into a main project office located on St. Thomas and strategic geographic construction support trailers located throughout the two school districts, as stipulated in Attachment A (Basis of Design). AECOM shall split the work up into manageable pieces to be able to reach Substantial Completion as stipulated in Paragraph 2.1 (TERM).

10. **First Amended ADDENDUM II (Compensation) shall be deleted in its entirety and replaced as follows:**

Second Amended ADDENDUM II **(COMPENSATION)**

The Government, in consideration of the satisfactory performance of the services described in Second Amended Addendum I (Scope of Work), and outlined in Second Amended Attachment C (2nd Updated Basis of Design and Estimate, and Cost Comparison), agrees to pay in full the Contract Sum as detailed below in this Addendum II, for work performed on St. Thomas and St. John, and on St. Croix. The Government shall make progress payments based on invoices submitted the Contractor.

The parties agree to increase the total Contract Sum to **\$226,875,999.50**, which is to be paid under this Contract in accordance with this Second Amended Addendum II. The adjusted Contract Sum includes a total Amendment No. 2 amount of **\$82,216,799.50**, pursuant to the provisions set forth in the summary below and detailed in the Second Amended Attachment C (2nd Updated Basis of Design and Estimate, and Cost Comparison):

A. Architectural Engineering Phases Fee. For the performance of the design services set forth herein, a total estimated fee not to exceed Six Million, Eight Hundred and Forty-Five Thousand, Five Hundred and Twelve Dollars and Fifty Cents (\$6,845,512.50) shall be paid to AECOM. The Architectural Engineering Phases Fee shall be paid in one lump sum payment per Contractor's invoice.



B. Manufacturing & Shipping Costs of Structures. For the performance of the procurement and shipping costs of the Modular set forth herein, a total estimated fee not to exceed Sixty-Five Million, Five Hundred Fifteen Thousand, Three Hundred and Forty-three Dollars and Zero Cents (\$65,515,343.00) shall be paid to AECOM. The Manufacturing and Shipping Cost Fee shall be paid in one lump sum payment per Contractor's invoice.

C. Site Construction Preparation Phase. For the performance of the installation of the necessary civil and electrical infrastructure on the project sites in order to install the modular classrooms, a total estimated fee not to exceed Thirty-Eight Million, Eight Hundred Fifty-Four Thousand, Four Hundred Five Dollars and Zero Cents (\$38,854,405.00) shall be paid to AECOM. The Site Construction Preparation Phase Fee shall be paid in one lump sum per Contractor's Invoice.

D. Installation of Modular Structures Phase. For the installation of the Temporary Classrooms and Sprung Structures on the project sites, a total estimated fee not to exceed Sixty-Seven Million, Thirty-Five Thousand, Two Hundred and Fifty-Eight Dollars and Zero Cents (\$67,035,258.00) shall be paid to AECOM. The Installation of Modular Structures Cost Phase Fee shall be paid in on lump sum per Contractor's Invoice.

E. General Conditions Phase. For the General Condition Phase a total estimated fee not to exceed Forty-Eight Million, Six Hundred Twenty-Five Thousand, Four-hundred Eighty-One Dollars and Zero Cents (\$48,625,481.00) shall be paid to AECOM. The General Conditions Phase Fee shall be paid in monthly installments in accordance with Contractor's Schedule of Values and Government's approval of Contractor's invoices and Government's approval of Contractor's invoices.

The Government will pay AECOM upon receipt of properly completed and reconciled invoices that shall describe and document to the Government's satisfaction, and shall contain information, including but not limited to, the period of services covered by the invoice, description of the services performed, and the amount of fees in accordance with the compensation schedule. Each invoice must be accompanied by applicable supporting documents, including but not limited to work logs and "before and after" photographs.

Once VIDE has obtained possession and control project funding, in whole or in part, payment shall be made promptly to AECOM and shall considered timely if made by the Government within Thirty (30) days after receipt of properly completed invoices, and verification that the services invoiced were provided in accordance with the Contract and all applicable federal and local laws and regulations, including all applicable policies, rules and procedures pertaining to this Contract or the services provided hereunder. Payment shall be sent to the address designated by AECOM. The Government may,



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subject to and in accordance with Paragraph 15, withhold payments claimed by AECOM for services rendered if AECOM fails to satisfactorily comply with any term or condition of this Contract.

TOTAL COMPENSATION AMOUNT SHALL NOT EXCEED TWO HUNDRED TWENTY-SIX MILLION, EIGHT HUNDRED SEVENTY-FIVE THOUSAND, NINE HUNDRED NINETY-NINE DOLLARS AND FIFTY CENTS (\$226,875,999.50), SUBJECT TO ANY APPROVED CHANGE ORDERS UNDER THE TERMS AND CONDITIONS OF THIS CONTRACT.

11. The First Amended ADDENDUM III (Other Terms and Conditions) is amended by deleting and replacing Section 2. (Time of Completion) to state the following:

The Contractor understands that time is of the essence with respect to the completion dates in the performance of the Services under this Contract. The Sites shall be Substantially Complete and deemed ready by the Government no later than stipulated in Paragraph 2.1 (TERM), as amended in this Second Amendment. The projects will be deemed fully completed when all work has been fully, finally and properly completed in accordance with the Contract, Project Documents and all other duties, responsibilities, and obligations have been performed so as to entitle the Contractor to submit a bill or invoice for final payment in accordance with Second Amended Addendum II of the Contract.

12. The Parties acknowledge and agree that the changes to the Contract Sum, Contract Time, and dates for Substantial Completion included in this Second Amendment cover only those specific costs and expenses set forth in this Second Amendment, Second Amended Addendum I (Scope of Work), Second Amended Addendum II (Compensation), and Second Amended Attachment C (2nd Updated Basis of Design and Estimate, and Cost Summary). The Parties acknowledge and agree that Contractor has incurred costs and expenses and/or may incur in the future, costs and expenses that are in addition to those costs and expenses included in this Second Amendment, including but not limited to costs and expenses to perform additional work, services, or requirements that resulted during the Design and Construction Phases of the Services. The Parties further acknowledge and agree that Contractor is entitled to request a Change Order for payment for the above described additional costs and expenses.

13. Paragraph 37 is added to state the following:

FACSIMILE, ELECTRONIC & DIGITAL SIGNATURES

A facsimile, electronic or digital signature on this Contract shall be deemed an original and binding upon the Parties hereto.

14. This Second Amendment to the Contract is subject to the approval of the Governor of the Virgin Islands and the appropriation and availability of funds.
15. Except as expressly amended herein, all other terms and conditions of the Contract, as amended by the First Amendment thereto, remain in full force and effect.

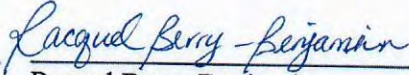


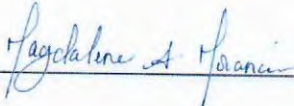
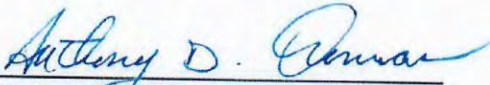
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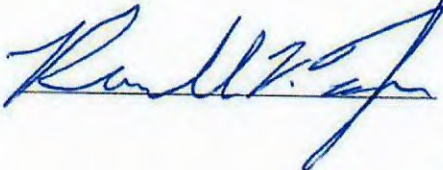
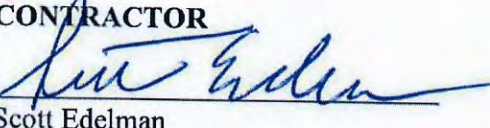
IN WITNESS WHEREOF, the parties intending to be legally bound have hereunto set their hands on the day and year first above written.

WITNESSES:

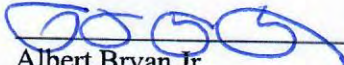
GOVERNMENT OF THE VIRGIN ISLANDS

  08/27/2021
Raquel Berry-Benjamin Date
Commissioner
DEPARTMENT OF EDUCATION

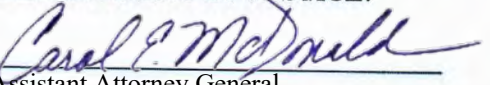
  10/18/2021
Anthony D. Thomas Date
Commissioner
DEPARTMENT OF PROPERTY AND PROCUREMENT

  8/24/21
Scott Edelman Date
Authorized Representative
AECOM Caribe, LLP
(Corporate seal, if the Contractor is a corporation)

APPROVED:

 11/20/21
Albert Bryan Jr. Date
GOVERNOR OF THE VIRGIN ISLANDS

APPROVED FOR LEGAL SUFFICIENCY
DEPARTMENT OF JUSTICE:

 10/28/2021
Assistant Attorney General Date

Account Code No. _____
Purchase Order No _____